

RESOLUTION NO. 140

A RESOLUTION AMENDING THE CITY ADMINISTRATOR EMPLOYMENT AGREEMENT.

WHEREAS, The City of Troutdale entered into an employment agreement with the City Administrator, ROBERT WILLIAM JEAN, III, dated March 29, 1976, and

WHEREAS, the probation period has expired and certain amendments are desired by the City Administrator and the City,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE That the City amend the agreement by executing Amendment No. 1, a copy of which is marked Exhibit "A", attached hereto and made a part hereof by this reference. Amendment No. 1 shall be effective retroactive to February 28, 1977.

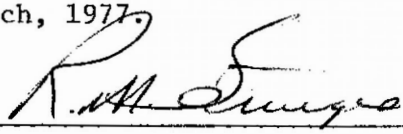
BE IT FUTHER RESOLVED THAT all compensatory time accrued prior to March 1, 1977 by the City Administrator is hereby eliminated and that the City Administrator receive Seven Hundred Fifty Dollars (\$750.00) in lieu thereof. This resolution ratifies the aforesaid payment made on or about March 1, 1977.

Passed by the Common Council of the City of Troutdale this 8th day of March, 1977.

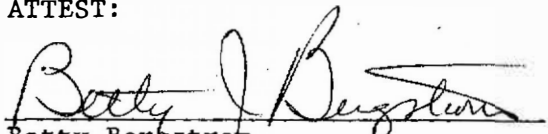
YEAS: 4

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SIGNED by the Mayor this 8th day of March, 1977.

  
\_\_\_\_\_  
R. M. Sturges, Mayor

ATTEST:

  
\_\_\_\_\_  
Betty Bergstrom,  
City Recorder

AMENDMENT NO. 1

THIS AGREEMENT, made and entered into this 8th day of March, 1977, by and between the City of Troutdale, State of Oregon, a municipal corporation, hereinafter called the "City", and Robert Jean III, hereinafter called "Employee",

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an employment agreement, dated March 29, 1976, and

WHEREAS, the probationary period set forth therein has been satisfactorily completed, and

WHEREAS, the parties hereto desire to amend the aforesaid agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Paragraph C of Section 2 is amended to read as follows:

C. Employee agrees to remain in the exclusive employ of City until February 28, 1979, and neither to accept, nor to become employed by any other employer until said termination date, unless said termination date is effected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on employee's time off.

2. Paragraph A of Section 3 shall read as follows:

A. In the event Employee is terminated by the City Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Administrator, then in that event the City agrees to pay Employee a lump sum cash payment equal to the Employee's highest three months' aggregate salary; provided, however, that in the event Employee is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

3. Section 4. Salary - is hereby amended to read as follows:

The City agrees to pay Employee for his services an annual base salary of \$18,000.00, payable in installments at the same time as other employees of the City are paid. There may be performance evaluations as often as the Council deems appropriate, but there shall be a merit pay increase review at least annually within thirty (30) days of the Employees original employment anniversary date. The City agrees to compensate the Employee for "cost of living increases" in the same manner as other Employees.

4. Paragraph A of Section 5. Hours of Work - is hereby amended to read:

A. It is recognized that the Employee must devote a great deal of time outside normal office hours to the business of the City.

5. Section 6. Automobile Expenses - is hereby amended to read:

The Employee's duties require the use of an automobile which the Employee shall provide and for which the Employee shall be responsible for paying insurance and operating costs. The Employee shall be compensated by the City for these automobile expenses at the rate of fifteen cents (15¢) per mile. The mileage, purpose of travel and date of travel shall be totalled and submitted monthly by the Employee to the City Recorder for reimbursement of said costs. The rate of fifteen cents (15¢) per mile shall mean four (4¢) cents per mile for gasoline and eleven (11¢) cents per mile for maintenance, oil, capital and insurance costs.

6. Paragraph B of Section 7 is amended to read as follows:

B. City recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, up to an amount not to exceed \$50 per month, and the City Recorder is hereby authorized to disburse such monies upon receipts, statements, or personal affidavits.

7. Paragraph A of Section 8 is amended to read as follows:

A. As of March 1, 1977, the Employee has accrued 18.25 days of vacation leave, which includes accrued vacation at the rate of four weeks per year retroactive to the Employee's date of employment. The Employee shall accrue vacation leave at the rate of four weeks annually. Scheduling of vacations shall be coordinated with the Mayor.

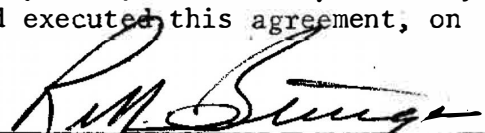
8. Section 10. Retirement - is hereby amended to read as follows:

Employee shall be covered under the normal City retirement system as other city employees.

9. Paragraph C of Section 12 is hereby amended as follows:

C. The effective date of this agreement is February 28, 1977.

IN WITNESS WHEREOF, the City of Troutdale has caused this agreement to be signed and executed in its behalf by the undersigned Mayor pursuant to a resolution duly passed on March 8, 1977, attested by the City Recorder, and the Employee has signed and executed this agreement, on the 8th day of March, 1977.

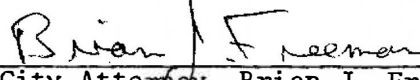
  
MAYOR OF THE CITY OF TROUTDALE  
Robert M. Sturges  
STATE OF OREGON

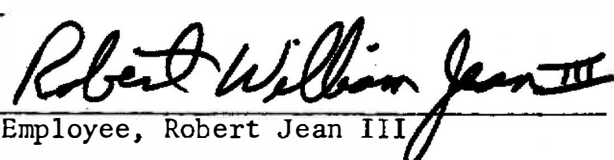
ATTEST:

  
City Recorder, Betty J. Bergstrom

(seal)

APPROVED AS TO FORM:

  
City Attorney, Brian J. Freeman

  
Employee, Robert Jean III